



RFQ No. DACW67-03-Q-0118

**US Army Corps  
of Engineers®**  
Seattle District

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**Project: EOC AUDIO VIDEO SYSTEM**

**LOCATION: SEATTLE, WASHINGTON**

**Closing Date: 26 AUG 2003**

**Closing Time: 10:00 AM LOCAL TIME PST**

**REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Patricia Ortiz, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Patricia Ortiz, P.O. Box 3755, Seattle, WA 98124-3755.**

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-3218-8956		PAGE 1 OF 26	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW67-03-Q-0118	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PATRICIA A ORTIZ		b. TELEPHONE NUMBER (No Collect Calls) 206-764-3516		6. SOLICITATION ISSUE DATE 14-Aug-2003	
9. ISSUED BY  USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755  TEL: 206-764-3772 FAX: 206-764-6817		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 5045 SIZE STANDARD:100		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
15. DELIVER TO SUPPLY & FACILITIES MGMT BR. 4735 E. MARGINAL WAY S. SEATTLE WA 98134-2385 TEL: FAX:		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
						35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	_____	_____

## EOC AUDIO VIDEO SYSTEM

PROVIDE ALL PARTS AND LABOR REQUIRED FOR THE INSTALLATION OF THE EOC AUDIO VIDEO SYSTEM IN ACCORDANCE WITH THE STATEMENT OF WORK. LIST OF REQUIRED EQUIPMENT IS LISTED BELOW:

DA-LITE TENSIONED SNAP SCREENS (DA-LITE 74634)

2 EACH \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ AMOUNT

DA-LITE SCREEN COVER (DA-LITE PRO TRIM)

2,500 LUMEN XGA VIDEO/DATA PROJECTOR

2 EACH \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ AMOUNT

HITACHI AMERICA, LTD MC-X2500 PROJECTOR

3 EACH \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ AMOUNT

PROJECTOR MOUNT (CHIEF RPA-430)

3 EACH \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ AMOUNT

COMPUTER VIDEO INTERFACE (EXTRON 60-486-01)

3 EACH \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ AMOUNT

HI RESOLUTION MATRIX SWITCHER

(EXTRON 60-220-06)

1 EACH \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ AMOUNT

S-VHS VCR (JVC HRS3901U)

1 EACH \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ AMOUNT

DVD/CD PLAYER (JVC XV-S500BK)

1 EACH \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ AMOUNT

CONTROL PACKAGE (CRESTRON STX-AV2-PAK17)

1 EACH \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ AMOUNT

STEREO AMPLIFIER (STEWART AUDIO PA100B)

1 EACH \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ AMOUNT

RACK KIT FOR ABOVE (STEWART AUDIO RMK100)

1 EACH \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ AMOUNT

AUDIO CONTROLLER (BIAMP MSP22E)  
1 EACH \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ AMOUNT

HORN LOADED WALL SPEAKERS (KLIPSCH CA-8T-W)  
1 PAIR \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ AMOUNT

EQUIPMENT RACK/POWER/MISC. (MID ATLANTIC ERK)  
1 EACH \_\_\_\_\_ UNIT PRICE \_\_\_\_\_ AMOUNT

ALL EQUIPMENT WILL BE UNDER WARRANTY FOR ONE YEAR  
IN ACCORDANCE WITH THE STATEMENT OF WORK.

PURCHASE REQUEST NUMBER: W68MD9-3218-8956

NET AMT

\_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum	_____	_____

PROVIDE ONE FOUR-HOUR PROFESSIONAL A-V SYSTEM  
TRAINING CLASS IN ACCORDANCE WITH THE STATEMENT  
STATEMENT OF WORK.

PURCHASE REQUEST NUMBER: W68MD9-3218-8956

NET AMT

\_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum	_____	_____

ANNUAL MAINTENANCE AGREEMENT FOR BASE  
YEAR TO INCLUDE ON-SITE MAINTENANCE FOR  
NEW EQUIPMENT PROVIDED BY THE CONTRACTOR  
IN ACCORDANCE WITH THE STATEMENT OF WORK.

PURCHASE REQUEST NUMBER: W68MD9-3218-8956

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	OPTIONAL ITEM	1	Lump Sum	-----	-----

PROVIDE ADVANCED TRAINING, WHICH WILL INCLUDE A  
1-2 HOUR POWERPOINT INSTRUCTIONAL PRESENTATION  
IN ACCORDANCE WITH THE STATEMENT OF WORK.  
IF THIS LINE ITEM IS AWARDED IT WILL BE NO LATER THAN 90  
DAYS AFTER DATE OF AWARD.

PURCHASE REQUEST NUMBER: W68MD9-3218-8956

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	1 <sup>ST</sup> OPTION YEAR	1	Lump Sum	-----	-----

ANNUAL MAINTENANCE AGREEMENT FOR THE FIRST  
OPTION YEAR WILL INCLUDE ON-SITE MAINTENANCE  
TROUBLESHOOTING, EQUIPMENT REPAIR OR REMOVAL  
IN ACCORDANCE WITH THE STATEMENT OF WORK.

PURCHASE REQUEST NUMBER: W68MD9-3218-8956

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	2ND OPTION YEAR	1	Lump Sum	-----	-----

ANNUAL MAINTENANCE AGREEMENT FOR THE SECOND  
OPTION YEAR WILL INCLUDE ON-SITE MAINTENANCE  
TROUBLESHOOTING, EQUIPMENT REPAIR OR REMOVAL  
IN ACCORDANCE WITH THE STATEMENT OF WORK. PURCHASE

REQUEST NUMBER: W68MD9-3218-8956

NET AMT

**NOTES**

1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS.

2. MARKINGS OF QUOTE ENVELOPES, QUOTES SHALL BE PLAINLY MARKED AS FOLLOWS:

QUOTE FOR: EOC Audio Video System  
Seattle, Washington

REQUEST FOR QUOTATION NO. [DACW67-03-Q-0118](#)

CLOSING DATE AND TIME: 26 August 2003 10:00 A.M. PST

AMENDMENTS NUMBERED \_\_\_\_\_ WILL BE ACCEPTED UNTIL THE TIME AND DATE FOR CLOSING.

3. CONTRACTORS OUTSIDE EDI SHALL BE ALLOWED TO QUOTE. CONTRACTORS ARE REQUIRED TO QUOTE ON THE LINE ITEM.

**NOTE:** Responses via Non-Facnet and Facnet will be accepted through the Seattle District office. Upon requesting a copy of the RFQ, the point of contact is:

Patricia A. Ortiz, Purchasing Agent  
CONTRACTING WEB ADDRESS: <http://www.nws.usace.army.mil/index> (Click on Contract and Bid Information)  
E-MAIL ADDRESS: [Patricia.A.Ortiz@nws02.usace.army.mil](mailto:Patricia.A.Ortiz@nws02.usace.army.mil)  
TELEPHONE: (206) 764-3516  
FACSIMILE: (206) 764-6817

4. ANY CONTRACTOR RECEIVING AN AWARD IS REQUIRED TO BE REGISTERED IN THE CCR (CENTRAL CONTRACTING REGISTRY).

6. OFFERS MUST BID ON THE LINE ITEMS. THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON AN "ALL OR NONE" BASIS. CONTRACTOR IS REQUIRED TO PROVIDE THE FOLLOWING INFORMATION WITH YOUR QUOTE:

FEDERAL TAX ID NUMBER: \_\_\_\_\_

DUN AND BRADSTREET NUMBER: \_\_\_\_\_

CONTRACTOR CAN OBTAIN DUNS NUMBER BY CALLING 800/333-0505

is CONTRACTOR REGISTERED IN THE CCR? YES \_\_\_\_\_ NO \_\_\_\_\_

CCR NO. \_\_\_\_\_

**PROSPECTIVE OFFERORS:** THE DIRECTOR OF DEFENSE PROCUREMENT HAS ISSUED A FINAL RULE AMENDING THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) TO REQUIRE CONTRACTORS TO BE

REGISTERED IN THE DOD CENTRAL CONTRACTOR REGISTRATION (CCR) FOR AWARDS RESULTING FROM SOLICITATION ISSUED AFTER MAY 31, 1998.

THIS RULE MORE EFFICIENTLY IMPLEMENTS THE DEBT COLLECTION IMPROVEMENT ACT OF 1996 AS IT REQUIRES CONTRACTORS TO BE REGISTERED IN CCR FOR CONSIDERATION OF FUTURE SOLICITATIONS, AWARDS, AND PAYMENT. REGISTRATION IS REQUIRED PRIOR TO AWARD OF ANY CONTRACT, BASIC AGREEMENT, BASIC ORDERING AGREEMENT, OR BLANKET PURCHASE AGREEMENT FROM A SOLICITATION ISSUED AFTER MAY 31, 1998. LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.

THE CCR WEB SITE MAY BE ACCESSED AT <http://ccr/edi/.disa.mil/>. YOU MAY CALL 1-888-227-2423 TO OBTAIN A REGISTRATION PACKET OR REGISTER ONLINE AT [www.acq.osd](http://www.acq.osd).

**PRICING WILL BE EVALUATED INCLUSIVE OF BASE ITEMS, OPTIONAL ITEM AND OPTION YEARS.**

**\*\*\*Request for Quotations (RFQ) is considered for Small Business Set-Asides; Large Business will not be considered UNLESS UNDER GSA CONTRACT**

**AWARD SHALL BE MADE TO THE RESPONSIVE RESPONSIBLE OFFEROR PROVIDING LOWEST PRICE TECHNICALLY ACCEPTABLE QUOTE**

*This solicitation is an invitation to offerors to submit quotations for project entitled EOD Audio Video System" Prospective offerors are required to prepare and submit quotations that will be evaluated in accordance with Federal Acquisition Regulations (FAR), Part 15.101-2, the lowest price technically acceptable source selection process. Quotations will be evaluated using an **ACCEPTABLE/NON-ACCEPTABLE** basis. **The lowest price technically acceptable quotation will be awarded the purchase order.** Prospective offerors must prepare and submit quotations in accordance with the requirements stated in this solicitation. Your proposal shall include: 1) responses to the technical evaluation criteria and 2) a proposed price. Your quotation should include information in the same order as listed below:*

**Evaluation and award procedures-** Sufficient material must be included in the proposal to allow the Government to evaluate the technical proposal. If sufficient material for any of the factors listed and /or material submitted does not meet the minimum requirements specified in the RFQ the proposal would be determined unacceptable. Those offerors not meeting the requirement of any of the factors shall be determined to be non-acceptable and receive no further consideration. Technical proposal shall be evaluated on an acceptable and not acceptable basis only. Award will be made to the lowest priced technically acceptable proposal. However, if after initial evaluation of the proposals, if all proposals are determined to be not acceptable, at the Contracting Officer's discretion, all firms may be contacted for written or oral discussions. As a result of discussions, offerors may be required to make revisions to their initial offers.

**Price Proposal- Price** is considered equally important to the Technical Evaluation Factors. For those proposal which have been deemed technically acceptable, price will become the deciding factor upon which award will be made. Accordingly, Award will be made to the offeror whose proposal is determined to be technically acceptable and at the lowest price. Price is considered independently from technical factors. Price will be reviewed for completeness reasonableness and



realism The review of price will also aid in the determination of the offer's understand of the work and the offeror's ability to perform this contract.

**Technical Evaluation Factors for Award** – The following criteria will be utilized as evaluation factors for award. Contractors are to submit the required documentation to demonstrate they meet the requirement of the criterion listed below. . An unacceptable determination on any one criterion will deem the entire proposal to be unacceptable.

**Source Selection Board-** The Contracting Officer may established a Source Selection Board to conduct an evaluation of each proposal received in response to this solicitation. The evaluation will be based exclusively on the merits and contents of each proposal and any subsequent submission required. The board will not consider any information incorporated by reference

### **CRITERIA FOR EVALAUTION FACTORS**

The following criteria will be utilized as evaluation factors for award. Contractors are to submit the required documentation to demonstrate they meet the requirements of the criterion listed below. An unacceptable determination on any one criterion will deem the entire proposal to be unacceptable. CONTRACTOR MUST SUBMIT BACK UP DOCUMENTATION FOR EACH CRITERIA LISTED:

At a minimum the contractor must support a high level of performance that customer requires for multimedia, multipurpose function of an installed audiovisual system. Contractor must retain licensed technicians and skilled engineers to provide initial and ongoing customer support for assurance of problem free performance. Requirements for qualified contractor include:

1. Contractor must be a Licensed Limited Energy Electrical Contractor in the State Of Washington.
2. Contractor must retain engineering, drafting and operations departments to support customer audiovisual project.
3. Contractor must include certified control system programmers on staff.
4. Contractor must provide presentation tips and training and multi-media system operational instruction to the customer.

SOW**SCOPE OF WORK****INSTALLATION SERVICES****Video, Audio and Control Systems**

Provide and install 3 new, state of the art 2,500 ANSI Lumen XGA resolution video/data projector. These projectors are required to provide:

- Bright, crisp and clear picture
- Whisper quiet operation
- Advanced image recognition for crisp images from any resolution up to UXGA
- Auto sense technology to perfect the picture to the incoming signal

Locate a customer-provided CPU at the rack location and two laptop inputs in the trough of the existing technology table. In the equipment rack will be an S Video VCR and DVD player.

Install the customer-provided dish and receivers for three channels of Dish Network, available for viewing either through the projector image on the existing screen, or onto the two new 6 x 8 screens installed on the south wall.

Install a pair of wall mount speakers for audio reinforcement, and processing and amplification will be used to tweak the sound.

Provide, program, and install a wireless LCD touch panel to control all functions of the AV system. LCD system must be intuitive and simple to use. Automation will also be built into the controller, allowing multiple actions to happen at once, i.e. the projector turns on, switches to the correct input, shows the selected input signal, and volume is set correctly, etc. Customer input into layout of the control system touch panel design is required.

**Testing, Training and Close Out**

Provide complete system documentation, as well as a minimum two-hour training session on system use. Provide on-staff professional trainer(s) to assist customer understand new multi-media presentation system, and incorporate tips for more effective presentations into the instruction regimen.

**REQUIRED FEATURES AND EXPLANATIONS**

- ❖ Laptop inputs, for both the video and audio from a laptop computer, will be installed in the technology table in the presentation room to enable guests to easily contribute their message to the presentation.
- ❖ The Video/Data projectors are required to be extremely bright and offer state of the art XGA resolution so presentations will be clear and detailed, easy to read, and have a very professional appearance.

- ❖ The state of the art control system manages the projectors and other multimedia products so that presenters can concentrate on their message and handle the equipment with an easy, intuitive touch screen.
- ❖ The audio system will be built with high quality speakers and amplifiers so that VCR and multimedia presentations, and microphone reinforcement, will have the same dynamic audio impact as the projector image is providing for the video and computer.



## ANNUAL MAINTENANCE AGREEMENT

Experience with previous AV systems has demonstrated the need for system maintenance agreements. To ensure the audiovisual system continues to operate reliably and provide maximum performance, we require that this contract include a first-year on-site maintenance for new equipment provided by the contractor. Additionally as a part of this contract, the customer also requires an annual maintenance agreement for two subsequent years, to provide on-site maintenance and repair services to keep the multimedia investment operating smoothly. Both the initial one-year and subsequent two-year annual maintenance agreements will include on-site troubleshooting, equipment repair or removal if necessary, (to eliminate the inconvenience of removing, returning and reinstalling equipment). Manufacturer warranties require equipment to be returned to the dealer or service center for repair.

Scheduled bi-annual routine service visits shall be conducted to check and maintain the performance of the audio-visual system. Should a piece of system hardware fail to perform properly, the contractor shall dispatch a technician to repair or remove the defective item, and when available, offer a loaner substitute for the duration of the repair. The contractor shall provide priority service (within 8 hours) during normal working hours (8:00am to 5:00pm, Monday through Friday) for repair services and on-site service needs.

## WARRANTY

The contractor shall warranty their workmanship against defects for at least one year after the final acceptance. Product warranties will begin at final acceptance, and are subject to their respective terms and conditions. All equipment in this proposal shall offer at least offers at least a one-year warranty.

## TRAINING

The contractor shall provide at least a one-time four-hour professional A-V system training class and owner's manual to ensure that the customer completely understands and will fully benefit from the features and functionality of the new audio-visual system.

In addition, the contractor shall provide advanced training at the customer's option for an additional cost. This shall include a 1-2 hour PowerPoint instructional presentation, step-by-step custom operation manual, electronic presentations primer, and two additional copies of the owner's manuals. This additional training shall be provided for no more than an additional \$500.00. The contractor shall also be able to provide multiple or follow-up training at the customer's request, to include additional documentation customized to suit customer needs.

## PROJECT SCHEDULE

The contractor must be available to engage resources immediately upon receiving customer purchase order. The project work schedule shall approximate that listed below, with the understanding that these are rough figures and that actual installation time may vary, depending on the job size and scope. The contractor shall work with the customer to agree upon a schedule that meets the implementation requirements of the project:

- |   |         |
|---|---------|
| • Receipt of purchase order             | Start   |
| • Procurement and staging of equipment  | 5 weeks |
| • Installation, testing, and inspection | 2 weeks |

The customer agrees to provide a clean dust-free environment before audio-visual integration commences.

## PERMITS

The contractor shall be a licensed low-voltage electrical contractor to facilitate electrical inspection and permitting following cable installation. The customer will allow adequate time in the scheduling process and room access to comply with this obligation.

## TOUCHPANEL LAYOUT APPROVAL

The contractor shall submit the touch panel layouts to a specified Corps representative for final approval. Once the touchpanels have been approved, the final system operational programming will commence. The customer agrees that changes to the touchpanel layouts after approval has been given to the contractor will result in a change order. Change order pricing will be based on the amount of programming time necessary to make the required change.

## PAYMENT TERMS AND CONDITIONS

All hardware and materials are FOB destination. If due to schedule requirements an expedited carrier is needed, additional freight charges may be added. All hardware will be invoiced immediately following shipment to the site on Net 30 terms. All technical services will be invoiced monthly based on progress milestones.

### The customer agrees to the following terms:

- 1. Room Availability:** Room in which installation is to be done is to be made available for the contractor's exclusive use on the day(s) of the scheduled installation. Unless specifically arranged in advance, room(s) will be available during Normal Business Hours. "Normal Business Hours" are defined as Monday through Friday, 8:00am to 5:00pm.
- 2. Electrical Power:** AC power is to be installed, by others, at the locations specified by the contractor. All power runs are to be clean and properly grounded. All electrical work is to be installed in compliance with applicable electrical codes.
- 3. Shipping:** All shipping in this proposal is via ground transportation.

4. **Merchandise Storage:** Once new merchandise, sold and provided by contractor for this installation, has been delivered to the job site and signed for by a representative of the customer, the customer will assume responsibility for the secure storage of such merchandise, until the completion of the installation.
5. **Existing Equipment:**
  - **Documentation:** If this project entails installation and/or re-use of any existing equipment owned by the customer, customer will, at contractor's request, provide contractor with any documentation which contractor may require in order to properly install and/or integrate that equipment into the new system.
  - **Good Working Order:** Customer assumes responsibility for the Good Working Order of any equipment that the customer provides for installation and/or integration into the new system.
6. **Pre/Post-Tensioned Ceilings / Floors:** Customer will identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation to contractor. If contractor is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, contractor will obtain, at customer's expense, one or more x-rays of the area(s) in which mounting hardware is to be attached to structure of the building. Any expense incurred by contractor for x-rays will be passed on to the client, in the form of a change order or a line item on the purchase contract.
7. **Millwork:** Contractor will be consulted during the process of any millwork design which involves any part of the audio/visual system, so that we may contribute information on critical dimensions for details such as equipment racks, monitors, projectors, screens, etc.

## Exclusions

1. **Software Installation:** Contractor is not required to load software of any kind on the customer's computer.
2. **Existing Equipment:** Contractor shall not be held responsible for the integrity and/or good working order of any existing hardware and/or wiring which is designated to be included in this new system. If, during the installation process, such hardware/wiring is found to be defective, it is understood that the completion date of the project may be affected, and a change order may be required to overcome the obstacle(s) created by such defects.

## CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JUL 2003
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.217-5	Evaluation Of Options	JUL 1990
252.204-7004	Required Central Contractor Registration	NOV 2001

## CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):



Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are

participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined,

produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

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-----  
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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

## Canadian or Israeli End Products:

Line Item No.

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 -----  
 -----

Country of Origin

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 -----  
 -----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

## Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.

\_\_\_(iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

XX (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

\_\_\_ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

\_\_\_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

\_\_\_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_ (ii) Alternate I (MAY 2002) of 52.225-3.

\_\_\_ (iii) Alternate II (MAY 2002) of 52.225-3.

\_\_\_ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)



## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days in which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR: <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

(End of provision)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

DFAR: <http://www.acq.osd.mil/dp/dars/dfars.html>

(End of clause)

## 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_\_\_\_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (☐ Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

☒ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☐ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

☐ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☐ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (☐ Alternate I) (MAR 2000) (☐ Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)